

FORM-I

AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, 20___, between Sutter Butte Flood Control Agency, a joint exercise of powers agency established pursuant to the laws of the State of California, hereinafter referred to as SBFCA, and _____, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the Governing Board of said SBFCA heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and did approve and adopt said plans and specifications; and

WHEREAS, the Governing Board of SBFCA did cause to be published for the time and in the manner required by law, a Notice inviting sealed bids for the performance of said work; and

WHEREAS, the Contractor, in response to such Notice, submitted to the Governing Board of said SBFCA within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and the other bids and proposals submitted in response to said Notice, the Governing Board of SBFCA publicly opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said work, and said Governing Board of SBFCA, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said work and award to a contract therefor.

NOW, THEREFORE, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

1. CONTRACT DOCUMENTS

The following documents are by this reference incorporated in and made a part of this Agreement: the Agreement Form; the Plans; the Standard Forms; Supplemental Drawings; all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the Contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

2. SCOPE OF WORK

The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 01-2020-TD, Shed and Trailer Demolition (Banes Property) Project, as provided for and set forth in the Contract Documents.

All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Engineer of SBFCA, or the Engineer's authorized agent or assistant, who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with the Contract Documents, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with the Contract Documents.

3. DEFINITIONS

Unless otherwise specifically provided herein, all words and phrases defined in the General Specifications shall have the same meaning and intent in this Agreement.

4. COMPLETION

Said work shall be completed and ready for acceptance pursuant to Attachment E (Shed and Trailer Demolition Plan (Banes Property)).

Time is of the essence in this Agreement and the Contract Documents. Failure of Contractor to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as provided in the Contract Documents.

5. PAYMENT

Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal containing, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified.

SBFCA agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: _____

Said sum shall be paid in accordance with Section 8 of Sutter Butte Flood Control Agency General Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be

based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

6. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under this provisions of the Contract Documents, SBFCA shall charge any sum of money against Contractor, SBFCA shall deduct and retain the amount of such charge from the amount of the next succeeding progress payment, or from any other monies due or that may become due to Contractor from SBFCA. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay SBFCA's charges against Contractor, SBFCA shall have the right to recover the balance from Contractor or its sureties.

7. PREVAILING WAGES

Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers, and mechanics employed in the execution of said work by Contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection, at the office of the Clerk of the Governing Board.

This is a construction project in accordance with Section 1771.5 of the California Labor Code. This Contract is subject to: (1) Federal Labor Standards Provisions as required by the Davis-Bacon Act and other applicable Federal requirements, (2) Equal Employment Opportunity requirements pursuant to Executive Order 11246, and (3) Minority Business Enterprise (MBE) development pursuant to Executive Order 12432.

All labor on the project shall be paid no less than the minimum wage rates as established by the U.S. Secretary of Labor or as determined by the Director of the California Department of Industrial Relations. The higher of the two rates will be paid in accordance with the following acts and codes:

- (1) The Davis-Bacon Act, and
- (2) Section 1770, and following, of the California Labor Code.

A copy of the minimum wage rates, as established by the U.S. Secretary of Labor, and copies of the prevailing rate of per diem wages, as determined by the Director of the California Department of Industrial Relations, are on file at the office of the Clerk of the Sutter County and Butte County Boards of Supervisors, at the addresses provided in the Notice to Contractors or on the internet at <http://www.dir.ca.gov/OPRL/PWD>.

Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations and by the U.S. Secretary of Labor.

8. INSURANCE

The Contractor shall carry and maintain at all required times such public liability, property damage and contractual liability, auto, Workers' Compensation, Builders' Risk Insurance, and such other insurance as required by the General Specifications and Special Provisions, including in the specified coverages, amounts and durations.

9. WORKERS' COMPENSATION CERTIFICATION

By execution of this Agreement, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

10. PERFORMANCE AND PAYMENT BONDS

The Contractor shall, before beginning said work, file two bonds with SBFCA, each made payable to the Sutter Butte Flood Control Agency. These bonds shall be issued by a surety company authorized to do business in the State of California, meeting the requirements of the specifications, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code, Division 3, Part 4, Title 15, Chapter 7, and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code, Sections 2819 and 2845.

11. INDEMNIFICATION

The Contractor shall defend, indemnify, and save harmless SBFCA and the Engineer (including their officers, agents, members, employees, affiliates, and representatives) as set forth in Section 6 of the General Specifications.

12. NO WAIVER OF REMEDIES

Neither the inspection by SBFCA or its agents, nor any order or certificate for payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by SBFCA, nor any extensions of time, nor any position taken by SBFCA or its agents shall operate as a waiver of any provision of this Agreement or the Contract Documents or of any power herein reserved to SBFCA or any right to damages herein provided, nor shall any waiver of any breach of this Agreement or of the Contract Documents be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement and in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy provided in this Agreement and/or the Contract Documents, and SBFCA shall have any and all equitable and legal remedies, which it would in any case have.

13. NON-DISCRIMINATION IN EMPLOYMENT

A. CONTRACTOR shall not discriminate against any employee, applicant for employment, or volunteer because of race, color, creed, religion, national origin, sex, age, or physical or mental handicap. CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, national origin, age, or physical or mental handicap. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. CONTRACTOR agrees to post, in conspicuous places, available to employees and applicants for employment, notices that CONTRACTOR shall provide an atmosphere free of sexual harassment for employees, clients, volunteers and the general public.

B. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, or physical or mental handicap.

14. CERTIFICATION OF NON-DEBARMENT

Reference Government Debarment and Suspension (49 CFR Part 29)

The Contractor certifies, by acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

participation in a Federally funded contract by any Federal department or agency. It further agrees by executing this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.

15. UNFAIR COMPETITION

The following provision is included in this Agreement pursuant to California Public Contract Code section 7103.5.

“In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.”

16. CHILD AND FAMILY SUPPORT OBLIGATIONS

It is the policy of the State of California, as stated in Public Contract Code Section 7110, that anyone who enters into a contract with a state agency shall recognize the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code. In compliance with Section 7110, the Contractor, by his or her signature on this Agreement: 1) acknowledges that the Contractor is aware of the state policy identified herein; and 2) the Contractor, to the best of his or her knowledge, is fully complying with, and will continue to fully comply with, the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the State Employment Development Department.

17. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of SBFCA first obtained.

18. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between SBFCA and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

19. MISCELLANEOUS PROVISIONS

This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of SBFCA in the same manner as if such parties had been expressly named herein.

As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter.

This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

IN WITNESS WHEREOF, SBFCA and Contractor have caused this Agreement to be executed as of the day and year first above written.

Sutter Butte Flood Control Agency
a Joint Powers Agency of the
State of California

CONTRACTOR

By: _____
Executive Director

By: _____
Authorized Representative

Print

Forms Approved by SBFCA Counsel

Title

Scott Shapiro
Agency Counsel
Contract Management Services

FORM-II

PERFORMANCE BOND

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the Sutter Butte Flood Control Agency, a joint exercise of powers agency established pursuant to the laws of the State of California, hereinafter designated as the "Obligee," has on____, awarded to_____, hereinafter designated as "Principal," a Contract for the construction of Contract No. 01-2020-TD, Shed and Trailer Demolition (Banes Property) Project;

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract.

NOW, THEREFORE, WE, the Principal, and _____ as Surety, are held and firmly bound unto the Obligee, in the penal sum of _____ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract and any alterations made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the Obligee, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the said Obligee from loss or damage made evident during said period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specification accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the Work or to the Specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

By: _____
Signature for Principal

Title of Signatory

Surety

By: _____
Signature for Surety

(SEAL)

Title of Signatory

(This bond must be submitted in sets of four, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current power of attorney appointing such Attorney-In-Fact.)

FORM-III

PAYMENT BOND

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the Sutter Butte Flood Control Agency, a joint exercise of powers agency established pursuant to the laws of the State of California, hereinafter designated as the "Obligee," has on ____, awarded to _____, hereinafter designated as "Principal," a contract for the construction of Contract No. 01-2020-TD, Shed and Trailer Demolition (Banes Property) Project;

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, providing that if said Principal, or any of its subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, WE, the Principal and _____ as Surety, are held and firmly bound unto the Obligee in the penal sum of _____ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, or any of its subcontractors shall fail to pay any of the persons named in Section 3818 of the Civil Code of the State of California, or any amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department of the State of California, from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code of the State of California with respect to such work or labor, as required by the provisions of Section 3225 and following of the Civil Code of the State of California, then said Surety will pay the same in or to an amount not exceeding the amount herein above set forth.

This bond is issued pursuant to Civil Code Sections 3247 through 3252 of the State of California and shall inure to the benefit of any and all persons, companies, and corporations named in Section 3181 of said Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

By: _____
Signature for Principal

Title of Signatory

Surety

By: _____
Signature for Surety

(SEAL)

Title of Signatory

(This bond must be submitted in sets of four, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current power of attorney appointing such Attorney-In-Fact.)

FORM-IV

CONTRACT FIELD INSTRUCTION

PROJECT: Shed and Trailer Demolition (Banes Property) Project

SUTTER BUTTE FLOOD CONTROL
AGENCY

Sheet _____ of _____ Sheets
Contract No. 01-2020-TD:

Contract Change Order No. _____

Date: _____

To _____ Contractor. You are hereby directed to make the herein described change from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, estimate of quantities, and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such times as equipment is actually used and no allowance will be made for idle time.

Change requested by _____

Estimated Cost Decrease \$ _____ or increase \$ _____

Contract Summation

Original Contract \$ _____ Change Order Totals (+ or -) \$ _____

New Contract Total \$ _____

By reason of this order the time of completion will be adjusted as follows:

Submitted by: _____ Date _____

Approval Recommended: _____ Date _____

Approved by: _____ Date _____

Approved by: _____ Date _____

We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full and final payment therefor for all direct and indirect additional costs the prices and time extensions shown above.

Accepted Date: _____ Contractor _____
By: _____ Title _____

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Executive Director
Sutter Butte Flood Control Agency

FORM-V

ESCROW NO. _____

**ESCROW AGREEMENT FOR DEPOSIT OF SECURITIES IN LIEU OF CASH
RETENTION ON SHED AND TRAILER DEMOLITION PLAN**

THIS AGREEMENT, made this _____ day of _____, 20__, by and between the Sutter Butte Flood Control Agency, a joint exercise of powers agency established pursuant to the laws of the State of California (hereinafter referred to as Owner), _____ (hereinafter referred to as Contractor), and _____, a state or federally chartered bank (hereinafter referred to as Escrow Agent).

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.

(2) Option 1: The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above. Escrow Agent shall, upon deposit by Contractor of eligible securities, determine the value of the securities so deposited and certify in the form attached as Exhibit "A" to SBFCA's Director of Engineering.

(3) Option 2: When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and

responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by Owner, Contractor and Escrow Agent.

(5) The interest earned on the securities or the money market account held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor. The authorization and consent from Owner shall be in the form attached as Exhibit "B".

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

(11) OPTIONS FOR ESCROW PAYMENTS:

Option No. 1: _____

Total Amount of Retention

Option No. 2: _____

Owner to make payment based on amount of

retention

On behalf of Owner:

Title

Name

Signature

On behalf of Contractor:

Title

Name

Signature

On behalf of Escrow Agent:

Title

Name

Signature

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

SUTTER BUTTE FLOOD CONTROL AGENCY

By: _____
OWNER

By: _____
CONTRACTOR

ESCROW AGENT

Name of Bank: _____

Address: _____

FORM-VI
EXHIBIT A

To: _____

CERTIFICATION OF DEPOSIT OF SECURITIES

_____, as Escrow Agent in that certain Escrow Agreement for Deposit of Securities in Lieu of Cash Retention on Public Works Project between the Sutter Butte Flood Control Agency, (referred to as SBFCA), _____ (referred to as Contractor) and _____ a state or federally chartered bank (referred to as Escrow Agent), dated _____, hereby certifies to the SBFCA that the said Escrow Agent has received from the specified Contractor, securities eligible for investment of not less than \$_____. The said Escrow Agent agrees to hold said securities in accordance with the term of the aforesaid escrow agreement, and shall not release the said securities to the said Contractor until such time as the said Escrow Agent has received notification from the SBFCA Engineer that the construction contract has been accepted. The Escrow Agent further certifies that upon written demand by the SBFCA Engineer, the Escrow Agent shall cause sufficient securities to be sold from those so deposited by the said Contractor and shall pay to the SBFCA the amount specified in the demand, provided such demand does not exceed the amount specified as the minimum value of the securities herein.

Dated: _____ at _____, California.

_____, a state or federally chartered bank.

By: _____
Escrow Agent

Name of Bank: _____

Address: _____

FORM-VII

EXHIBIT B

Escrow No. _____

TO: Escrow Agent

AUTHORIZATION TO RELEASE SECURITIES
DEPOSITED BY CONTRACTOR

You, as Escrow Agent in that certain Escrow Agreement for Deposit of Securities in Lieu of Cash Retention on Public Works project between the Sutter Butte Flood Control Agency, a Joint Powers Agency of the State of California (referred to as Owner), _____ (referred to as Contractor), and _____, a state or federally chartered bank (referred to as Escrow Agent), dated _____, are hereby authorized to release to the aforesaid Contractor all securities deposited with you with respect to the aforesaid escrow agreement, except that you shall be required to retain as security and pursuant to the terms of the said escrow agreement securities having a value of not less than \$_____, until such time as you may be further notified by the SBFCA Engineer as to further release or as to sale.

DATED: _____

SUTTER BUTTE FLOOD CONTROL AGENCY
a joint exercise of powers agency established pursuant
to the laws of the State of California

By: _____
Engineer

OWNER

FORM-VIII

PROPRIETARY INFORMATION AGREEMENT
BETWEEN
THE SUTTER BUTTE FLOOD CONTROL AGENCY
AND (Contractor)

The Sutter Butte Flood Control Agency (hereinafter referred to as SBFCA) wishes to receive from _____ (hereinafter referred to as Contractor) certain technical information claimed by the Contractor to be proprietary and hereinafter referred to as "Proprietary Data." Submittal of Proprietary Data by Contractor to SBFCA is required by the construction contract for testing, operating, and maintaining equipment, equipment assemblies and systems constructed under the contract. Contractor and SBFCA agree for a period of _____ years as follows:

1. The proprietary data is submitted to the SBFCA based on the understanding that the SBFCA would not disclose the same to others outside the SBFCA, nor reproduce the contents of said proprietary data or provide copies thereof to others outside the SBFCA without authorization from Contractor. Contractor claims proprietary rights in the contents of the proprietary data as a basis for preventing disclosure of the contents thereof to others. Contractor understands that the SBFCA has reservations as to the propriety of excluding the proprietary data from disclosure under the California Public Records Act (Government Code, Section 6250, et seq.).
2. SBFCA may make such disclosure or reproduction of the proprietary data as is reasonably necessary or convenient to operate and maintain the subject equipment and to otherwise fully enjoy the use and benefit of the subject equipment.
3. Except as provided in paragraph 2, above, if any person makes a proper request to review or be provided with copies of the proprietary data or any part thereof, immediately upon notification thereof, Contractor agrees to defend the SBFCA and its officers, agents, and employees against any action resulting from denial of such request. If Contractor fails to promptly provide such defense, the SBFCA, its officers, agents, and employees shall be free to grant such requests.
4. Contractor shall indemnify and hold harmless the SBFCA, its officers, agents, and employees from any and all claims, costs, liabilities or damages, including attorney's fees and court costs resulting from the performance of this agreement.

EXECUTED on this _____ day of _____, 20__.
(Contractor) Sutter Butte Flood Control Agency

By: _____

By: _____

Title: _____

Title: _____

FORM-IX

GUARANTEE

CONTRACT NO. 01-2020-TD - PROJECT TITLE _____

We hereby unconditionally guarantee that the _____ has been constructed/installed in accordance with the Contract Documents and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for the guarantee period stated in the Contract Documents. We agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified without any expense whatsoever to said SBFCA, ordinary wear or tear and unusual abuse or neglect excepted. We have provided bonds, which will remain in full force and effect during the guarantee period. We agree to use and abide by the conditions of the guarantee, and this guarantee will be signed and delivered to the Sutter Butte Flood Control Agency ("SBFCA") before the final payment is made.

In the event of our failure to comply with the above mentioned conditions, within ten (10) days after being notified in writing by the SBFCA, we do hereby authorize said SBFCA to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefor upon demand.

The guaranteed period for corrected work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding anything above, in the event of an emergency constituting an immediate hazard to the health or safety, SBFCA may undertake at our expense without prior notice, all work necessary to correct such hazardous condition when it was caused by our work not being in accordance with the requirements of this Contract, or being defective, and to charge the same to us as specified above.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing SBFCA's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, SBFCA's rights on such Contract.

Date: _____

Signed: _____
Contractor

This guarantee form will only be applicable when the requirement for guarantee form is stated in the Contract Special Provisions.

FORM X - BID DOCUMENT CERTIFICATION

Contract No. 01-2020-TD

I hereby attest and declare under penalty of perjury under the laws of the State of California that the material in the Escrow Documentation constitutes the complete, only, and all documentary information used in preparation of the Bid and that the undersigned has personally examined the contents of the Escrow Bid Documents container and has found that the documents in the container are complete and that I have the authority to make this certification on behalf of and so bind the Bidder on whose behalf I sign.

Date: _____

Signed: _____
Contractor

FORM XI - NONCOLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF _____

_____, being first duly sworn, deposes and says that he or she is _____ [Title] of _____, the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid or to refrain from bidding; that Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price Bid of Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the price Bid, or of that of any other Bidder. All statements contained in the Bid are true. Bidder has not, directly or indirectly, submitted its price Bid or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

Signed: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to before me this

_____ day of _____, 20 ____,

by _____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

Signature

**FORM XII - CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT OR SUSPENSION**

Bidder hereby certifies, to the best of its knowledge and belief, except as expressly disclosed on this Certificate, that the Bidder and/or any of its Principals:

1. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.
2. Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.
3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 2 above.
4. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

"Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

Bidder shall provide immediate written notice to the City if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

This Certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the Contract resulting from this solicitation for default.

BIDDER: _____

Date _____

BY: _____

Signature

Type/Print Name

Title

EXCEPTIONS TO CERTIFICATION

If Bidder has any exceptions to the Certification set forth above, state the exception and an explanation of the circumstances:

BIDDER: _____ Date _____

BY: _____

Signature

Type/Print Name

Title

FORM XIII - RESOLUTION OF DISPUTES REGARDING THE BIDDING PROCESS

The lack of a prompt procedure to resolve disputes regarding the bidding process would impair SBFCA's ability to carry out its purpose of constructing this Project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to SBFCA for this Project, the Bidder agrees to comply with and to be bound by this procedure.

1. If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to SBFCA by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least two (2) working days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.
2. Within five (5) calendar days after the due date for receipt of Bids, Bidder shall provide a written notice to SBFCA of any and all mistakes regarding the Bid for which a Bidder requests relief. SBFCA shall not consider any requests for relief due to mistake if notice is not received within the time requirements of Public Contract Code section 5100, *et seq.*
3. No later than five (5) Working Days after bid opening, the Bidder must submit in writing to SBFCA an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before SBFCA or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, SBFCA will provide a copy to any Bidder whose Bid is challenged in the protest.
4. SBFCA shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the SBFCA Board meeting. A copy of any SBFCA response will be provided to any other Bidder responding to the protest.
5. Notice of the date and time of the SBFCA Board meeting at which the award of the Contract for the Project shall be considered will be posted on the SBFCA's website.
6. Any Bidder complying with the above procedure may bring an action within sixty (60) days from the action of the SBFCA Board, in accordance with Sections 860 and 863 of the California Code of Civil Procedure, to determine the validity of the SBFCA Board's action on the award of the contract. SBFCA shall be a defendant and shall be served with the summons and complaint in the action in the manner provided by law for the service of a summons in a civil action. In any such action the summons shall be in the form prescribed in Section 861.1 of the California Code of Civil Procedure

except that in addition to being directed to “all persons interested in the matter of [specifying the matter],” it shall also be directed to SBFCA. If the Bidder bringing such action fails to complete the publication and such other notice as may be prescribed by the court in accordance with Section 863 of the California Code of Civil Procedure and to file proof thereof in the action within 60 days from the filing of his complaint, the action shall be dismissed on the motion of SBFCA unless good cause for such failure is shown by the Bidder.

Bidder

Date

Signature

FORM XIV

CERTIFICATE OF AUTHORIZATION

(If Bidder is a Corporation or a Limited Liability Corporation)

STATE OF CALIFORNIA
COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Board of Directors of the _____, a corporation existing under the laws of the State of California, held on _____, _____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____ of the Corporation, be and is hereby authorized to execute the Bid dated _____, 20____, to the Sutter Butte Flood Control Agency and this Corporation and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate seal fixed, shall be the official act and deed of this Corporation.”

I further Certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this _____ day of _____, 20____.

Secretary

Corporate Officer

(seal)

Corporate Address

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Partnership)

STATE OF CALIFORNIA
COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Partners of the _____
_____, a partnership existing under the laws of
the State of California, held on _____, 20____, the following resolution was duly passed
and adopted:

“RESOLVED, that _____,
as _____ of the Partnership, be and is hereby authorized to
execute the Bid dated _____, 20____, to the Sutter Butte Flood
Control Agency and this Partnership and that his/her execution thereof, attested by
the _____ shall be the official act and deed of this
Partnership.”

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of
_____, 20____.

Managing Partner

Partnership Address

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Joint Venture)

STATE OF CALIFORNIA
COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Principals of the _____, a joint venture existing under the laws of the State of California, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____ of the Joint Venture, be and is hereby authorized to execute the Bid dated _____, 20____, to the Sutter Butte Flood Control Agency and this Joint Venture and that his/her execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture.”

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Joint Venture this _____ day of _____, 20____.

Managing Principal

(seal)

Joint Venture Address